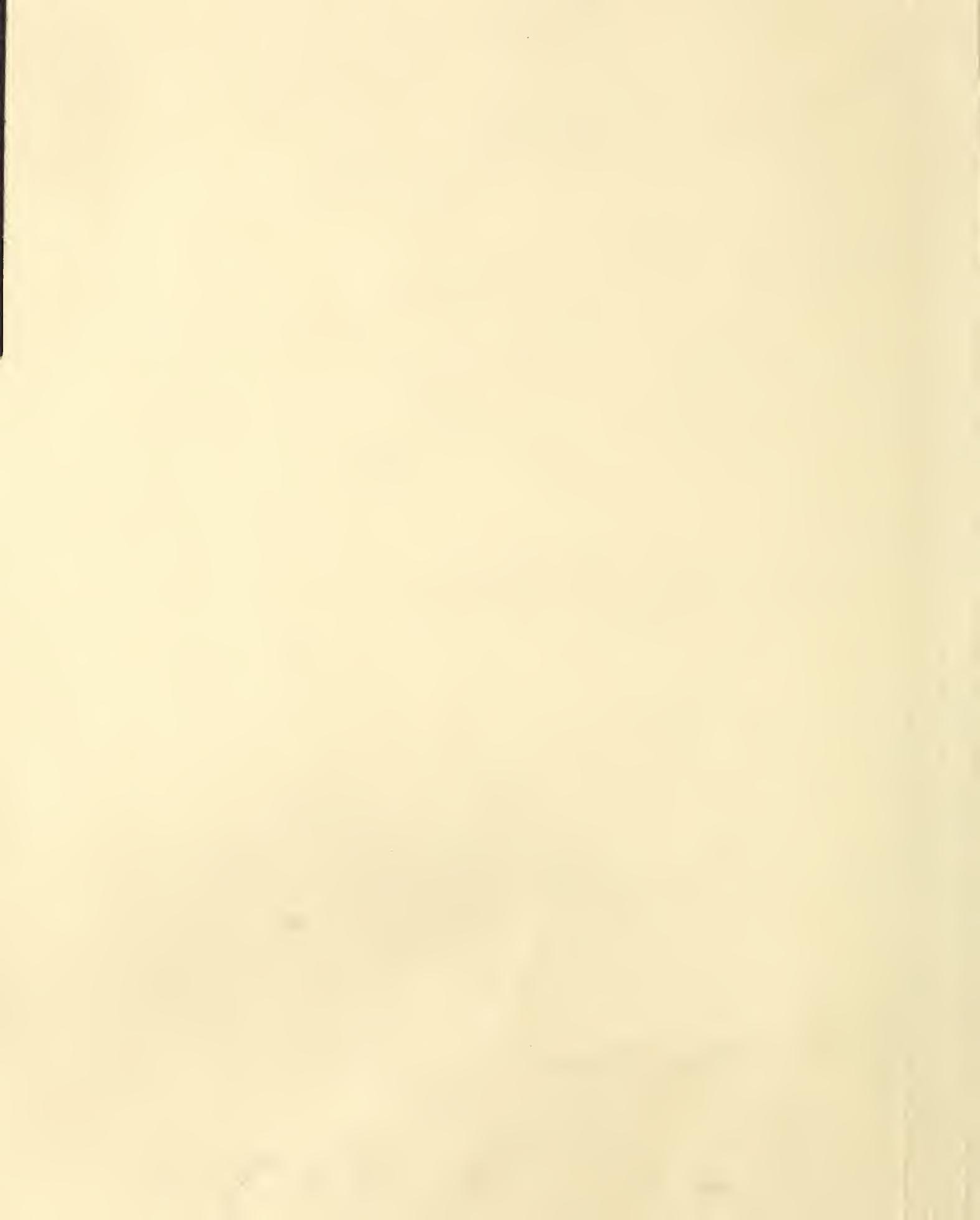


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CURRENT SERIAL RECORDS

PROSECUTIONS AND SEIZURES UNDER THE FEDERAL SEED ACT
(July 1, 1960 to June 30, 1961) (485-508)

485. False labeling of mixed lawn seed and failure to keep a complete record. U. S. v. Morton A. Grossman, doing business as Crawford Seed Store and Northern Seed Company, East Providence, Rhode Island. (FS-863)

Morton A. Grossman, on or about April 22, September 23, and September 4, 1957, transported in interstate commerce from East Providence, Rhode Island, to Yarmouthport, Massachusetts, 25, 30, and 25 containers of mixed lawn seed.

A complaint was filed in United States District Court for the District of Rhode Island alleging that Morton A. Grossman did unlawfully transport in interstate commerce 6, 28, and 3 containers of this seed in violation of the Federal Seed Act and failed to keep a complete record.

Labels attached to one shipment represented the seed to consist, in part, of 8.50 percent Kentucky bluegrass seed and 2.94 percent Seaside bentgrass seed; whereas, six containers of this seed were found to consist, in part, of 1.47 percent Kentucky bluegrass seed and no Seaside bentgrass seed. In addition, the labels did not indicate the presence of any rough bluegrass seed and the percentage of germination thereof and the calendar month and year in which the test was made to determine that percentage; whereas, six containers of this seed were found to consist, in part, of 6.18 percent rough bluegrass seed.

Labeling on the containers of another shipment represented this seed to consist, in part, of 39.20 percent Chewings fescue seed, 14.70 percent creeping red fescue, 8.50 percent Kentucky bluegrass seed, and 2.94 percent Seaside bentgrass seed; whereas, 28 containers of this seed were found to consist, in part, of 36.49 percent Chewings fescue seed and red fescue seed, 0.01 percent Kentucky bluegrass seed, and no Seaside bentgrass seed. In addition, the labeling did not indicate the presence of any rough bluegrass seed and tall fescue seed and the percentages of germination thereof and the calendar month and year in which the tests were made to determine such percentages; whereas, 28 containers of this seed were found to consist, in part, of 10.70 percent rough bluegrass seed and 20.89 percent tall fescue seed.

Labeling on the containers of a third shipment represented the seed to consist, in part, of 39.20 percent Chewings fescue seed, 14.70 percent creeping red fescue seed, and 2.94 percent Seaside bentgrass seed; whereas,

three containers of this seed were found to consist, in part, of 37.40 percent Chewings fescue seed and red fescue seed and no Seaside bentgrass seed. In addition, labeling on the containers did not indicate the presence of any tall fescue seed and the percentage of germination thereof and the calendar month and year in which the test was made to determine that percentage; whereas, three containers of this seed were found to consist, in part, of 12.12 percent tall fescue seed.

Also, a complete record of the purity of the seed in each of these shipments was not kept and made accessible for inspection as required in the Federal Seed Act.

On September 6, 1960, a judgment in the amount of \$25 on each of nine counts, making a total of \$225, plus \$37.40 costs, was entered against Morton A. Grossman.

486. False labeling of peanut seed. U. S. v. Farmers Seed & Feed Company, Inc., Fitzgerald, Georgia. (FS-875)

Farmers Seed & Feed Company, Inc., on or about April 8, 1958, transported in interstate commerce from Thomasville, Georgia, to Providence, Florida, 15 bags of peanut seed.

A complaint was filed in United States District Court for the Middle District of Georgia alleging that Farmers Seed & Feed Company, Inc., did unlawfully transport in interstate commerce 15 bags of this seed in violation of the Federal Seed Act.

Labels attached to the bags represented the seed to have a germination of 70 percent and to consist of 99.00 percent pure seed and 1.00 percent inert matter; whereas, this seed was found to have a germination of 31 percent in April 1958 and to consist of 93.58 percent pure seed and 6.42 percent inert matter.

On February 19, 1961, a judgment in the amount of \$100, plus 51.20 costs, was entered against Farmers Seed & Feed Company, Inc.

487. False labeling of oat seed. U. S. v. Samuel F. Ware, Goldsboro, North Carolina. (FS-880)

Samuel F. Ware, doing business as S. F. Ware & Company, on or about October 29, 1957, transported in interstate commerce from Goldsboro, North Carolina, to Richmond, Virginia, 165 bags of oat seed.

A complaint was filed in the United States District Court for the Eastern District of North Carolina alleging that Samuel F. Ware did unlawfully transport in interstate commerce 20 bags of this seed in violation of the Federal Seed Act.

Labels attached to the bags represented the seed to have a germination of 90 percent; whereas, 20 bags of this seed were found to have a germination of 56 percent in January 1958.

On July 16, 1960, a judgment in the amount of \$200, plus \$20.60 costs, was entered against Samuel F. Ware.

488. False labeling of tall fescue seed and failure to keep a complete record. U. S. v. Beaty Seed Company, Holden, Missouri. (FS-881)

Beaty Seed Company, on or about August 21, 1957, delivered for transportation in interstate commerce from Holden, Missouri, to Muskogee, Oklahoma, and Tulsa, Oklahoma, 140 and 86 bags, respectively, of tall fescue seed.

A complaint was filed in United States District Court for the Western District of Missouri alleging that Beaty Seed Company did unlawfully deliver for transportation in interstate commerce 140 bags and 86 bags of this seed in violation of the Federal Seed Act and failed to keep a complete record.

Labels attached to the bags represented this seed to have a germination of 85 percent; whereas, 140 bags of this seed were found to have a germination of 55 percent in September 1957, and 86 bags of this seed were found to have a germination of 54 percent in October 1957.

In addition, a complete record of the germination of this seed was not kept by Beaty Seed Company as required in the Federal Seed Act.

On October 24, 1960, Beaty Seed Company entered a consent to judgment in the amount of \$50 on each of two counts, making a total of \$100, plus \$28.20 costs.

489. Failure to attach labels, false labeling, and excessive noxious-weed seeds. U. S. v. Barzen of Minneapolis, Inc., Minneapolis, Minnesota. (FS-884)

Barzen of Minneapolis, Inc., on or about November 13, 1957, transported in interstate commerce from Winner, South Dakota, to Green Bay, Wisconsin, 400 bags of smooth brome seed.

A complaint was filed in United States District Court for the District of Minnesota alleging that Barzen of Minneapolis, Inc., did unlawfully transport in interstate commerce 92 bags, 41 bags, 6 bags, and 1 bag of this seed in violation of the Federal Seed Act.

One count alleged that labels showing detailed information were not attached to the bags as required under the Federal Seed Act.

A second count alleged that the seed was represented to be one lot of seed, to consist, in part, of 94.54 percent pure seed, 0.72 percent other crop seeds, 0.10 percent weed seeds, and to have a germination of 92 percent. The seed was found to be not one "lot of seed" as that term is defined; one bag of this seed was found to consist, in part, of 87.69 percent pure seed, 1.77 percent other crop seeds and 5.64 percent weed seeds; 92 bags of this seed were found to consist, in part, of 2.24 percent other crop seeds; and 41 bags of this seed were found to have a germination of 65 percent.

A third count alleged that one bag of this seed was found to contain quackgrass seeds at the rate of nine per ounce. Agricultural seed containing any quackgrass seeds is prohibited from sale in the State of Wisconsin and therefore is prohibited from shipment into that state under the Federal Seed Act.

On March 22, 1961, Barzen of Minneapolis, Inc., paid to the United States \$97.40 in settlement of this complaint.

490. False labeling of sorghum seed and failure to keep a complete record.
U. S. v. Colorado-Kansas Seed Company, Inc., Lamar, Colorado. (FS-891)

Colorado-Kansas Seed Company, Inc., on or about April 30, 1958, transported in interstate commerce from Lamar, Colorado, to Norton, Kansas, 20 bags of sorghum seed.

A complaint was filed in the United States District Court for the District of Colorado alleging that Colorado-Kansas Seed Company, Inc., did unlawfully transport in interstate commerce 20 bags of this seed in violation of the Federal Seed Act and failed to keep a complete record.

Labels attached to the bags represented this seed to have a germination of 35 percent; whereas, this seed was found to have a germination of 40 percent in May 1958.

In addition, a complete record of the germination of this seed was not kept by Colorado-Kansas Seed Company as required in the Federal Seed Act.

On March 9, 1961, a judgment of \$50 on each of two counts, making a total of \$100, plus \$46 costs, was entered against Colorado-Kansas Seed Company, Inc.

491. False labeling of peanut seed. U. S. v. The Cotton Producers Association, Inc., Atlanta, Georgia. (FS-896)

The Cotton Producers Association, Inc., Atlanta, Georgia, doing business as Gold Kist Peanut Growers, Graceville, Florida, transported or delivered for transportation in interstate commerce from Graceville, Florida, into the States of Alabama and Georgia 10 separate shipments of peanut seed.

A complaint was filed in United States District Court for the Northern District of Georgia alleging that The Cotton Producers Association, Inc., did unlawfully transport in interstate commerce 10 shipments of this seed in violation of the Federal Seed Act.

Labels attached to the bags represented the seed in each shipment to have a germination of 70 percent; whereas, this seed was found to have germination percentages as follows:

| <u>Date Shipped</u> | <u>Shipped to</u> | <u>Amount Shipped</u> | <u>Amount Sampled</u> | <u>Germination</u> | <u>Date Tested</u> |
|-------------------------|---------------------|---------------------------|---------------------------|--------------------|--------------------|
| 3/24/58 | Elba, Alabama | 35 bags | 10 bags | 51% | 4/58 |
| 3/25/58 | Fitzgerald, Georgia | 20 bags | 12 bags | 51% | 4/58 |
| 3/26/58 | Slocomb, Alabama | 20 bags | 15 bags | 53% | 4/58 |
| 3/27/58 | Cairo, Georgia | 10 bags | 10 bags | 52% | 4/58 |
| 3/29/58 | Slocomb, Alabama | 10 bags | 5 bags | 56% | 4/58 |
| 3/31/58 | Dothan, Alabama | 10 bags | 10 bags | 56% | 5/58 |
| 3/31/58 | Dothan, Alabama | 10 bags | 10 bags | 51% | 5/58 |
| 3/31/58 | Dothan, Alabama | 10 bags | 7 bags | 49% | 5/58 |
| 4/2/58 | Enterprise, Alabama | 25 bags | 13 bags | 41% | 5/58 |
| 4/2/58 | Enterprise, Alabama | 50 bags | 12 bags | 54% | 5/58 |
| 4/8/58 | Geneva, Alabama | 20 bags | 20 bags | 55% | 5/58 |
| 4/24/58 | Slocomb, Alabama | 39 bags | 17 bags | 53% | 6/58 |

In addition, the labels attached to nine of the shipments represented the seed to have been tested in March 1958 to determine the percentage of germination; whereas, an inspection of the records of The Cotton Producers Association by a representative of the United States Department of Agriculture indicated that tests to determine the percentage of germination were not made in March 1958.

On March 27, 1961, a judgment in the amount of \$300 was entered against The Cotton Producers Association, Inc.

492. Failure to label to indicate the presence of noxious-weed seeds. U. S. v. DeWine & Hamma Seed Company, Inc., Yellow Springs, Ohio. (FS-897)

DeWine & Hamma Seed Company, Inc., on or about September 24, 1958, and January 29, 1959, delivered for transportation in interstate commerce from Yellow Springs, Ohio, to Windfall, Indiana, 15 bags of timothy seed and 30 bags of alsike clover seed, respectively.

A complaint was filed in United States District Court for the Southern District of Ohio alleging that DeWine & Hamma Seed Company, Inc., did unlawfully deliver for transportation in interstate commerce 12 bags of the timothy seed and 30 bags of alsike clover seed in violation of the Federal Seed Act.

Labels attached to the bags of timothy seed did not indicate the presence of any noxious-weed seeds; whereas, this seed was found to contain bitter wintercress seeds and buckhorn plantain seeds at the rates of 1,040 and 169 per pound, respectively.

Labels attached to the bags of alsike clover seed did not indicate the presence of any noxious-weed seeds; whereas, this seed was found to contain bitter wintercress seeds at the rate of 1,350 per pound.

Bitter wintercress seeds and buckhorn plantain seeds are considered noxious-weed seeds in the State of Indiana. It is required under the Federal Seed Act, by reason of the Indiana State law and regulations, that agricultural seed shipped into that state shall be labeled to show the name and number per pound of such noxious-weed seeds.

On March 9, 1961, a judgment in the amount of \$100 was entered against DeWine & Hamma Seed Company, Inc.

493. False labeling of tall fescue seed and smooth brome seed and failure to keep a complete record. U. S. v. Rudy-Patrick Seed Company, Inc., Kansas City, Missouri. (FS-901)

Rudy-Patrick Seed Company, Inc., on or about September 17, 1958, delivered for transportation in interstate commerce from Kansas City, Missouri, to Lansing, Michigan, 20 bags of tall fescue seed, and on or about September 18, 1958, delivered for transportation in interstate commerce from Springdale, Arkansas, to Westville, Oklahoma, 3 bags of smooth brome seed.

A complaint was filed in United States District Court for the Western District of Missouri alleging that Rudy-Patrick Seed Company, Inc., did unlawfully deliver for transportation in interstate commerce 20 bags of the tall fescue seed and 1 bag of the smooth brome seed.

Labels attached to the bags represented the tall fescue seed to have a germination of 85 percent; whereas, this seed was found to have a germination of 50 percent in November 1958.

Labels attached to the bags represented the smooth brome seed to have a germination of 85 percent; whereas, one bag of this seed was found to have a germination of 2 percent in December 1958. Also, a test to determine the percentage of germination of this seed had not been made within a 5-month period, exclusive of the calendar month in which the test was completed, as required under the Federal Seed Act. In addition, a complete record of the germination of this seed, including a file sample, was not kept by Rudy-Patrick Seed Company as required under the Federal Seed Act.

On February 14, 1961, a judgment of \$25 on each of four counts, making a total of \$100 plus \$37.60 costs, was entered against Rudy-Patrick Seed Company, Inc.

494. Failure to label to indicate the presence of noxious-weed seeds and false labeling of mixed timothy and alsike clover seed and sweetclover seed. U. S. v. The Sexauer Company, Inc., Fargo, North Dakota. (FS-904)

The Sexauer Company, Inc., on or about March 16, 1959, delivered for transportation in interstate commerce from Fargo, North Dakota, to DeGraff, Minnesota, 15 bags of mixed timothy and alsike clover seed; on or about March 19, 1959, delivered for transportation in interstate commerce from Fargo, North Dakota, to Thief River Falls, Minnesota, 30 bags of sweetclover seed; and on or about April 10, 1959, delivered for transportation in interstate commerce from Fargo, North Dakota, to Thief River Falls, Minnesota, 20 bags of mixed timothy and alsike clover seed.

A complaint was filed in United States District Court for the District of North Dakota alleging that The Sexauer Company, Inc., did unlawfully transport in interstate commerce 15 bags of mixed timothy and alsike clover seed, 30 bags of sweetclover seed, and 18 bags of mixed timothy and alsike clover seed in violation of the Federal Seed Act.

Labels attached to 15 bags of mixed timothy and alsike clover seed shipped to DeGraff, Minnesota, on or about March 16, 1959, failed to indicate the presence of any noxious-weed seeds; whereas, this seed was found to contain wild mustard seeds at the rate of seven per ounce. Wild mustard seeds are considered restricted noxious-weed seeds in the State of Minnesota. Agricultural seed the size of timothy and alsike clover seed containing in excess of two per ounce of such noxious-weed seeds is prohibited from sale in the State of Minnesota and therefore is prohibited from shipment into that state under the Federal Seed Act.

Labels attached to 30 bags of sweetclover seed represented this seed to consist, in part, of 99.10 percent pure seed and 0.90 percent weed seeds; whereas, a sample representing this seed was found to consist, in part, of 97.89 percent pure seed and 2.07 percent weed seeds.

Labels attached to 20 bags of mixed timothy and alsike clover seed shipped to Thief River Falls, Minnesota, on or about April 10, 1959, failed to indicate the presence of any noxious-weed seeds; whereas, a sample representing 18 bags of this seed was found to contain wild mustard seeds at the rate of 29 per ounce. Wild mustard seeds are considered restricted noxious-weed seeds in the State of Minnesota. Agricultural seed the size of timothy and alsike clover seed containing in excess of two per ounce of such noxious-weed seeds is prohibited from sale in the State of Minnesota and therefore is prohibited from shipment into that state under the Federal Seed Act.

On December 1, 1960, a judgment for \$50 on each of three counts, making a total of \$150 plus costs was entered against The Sexauer Company, Inc.

495. False labeling of oat seed. U. S. v. 73 bags, more or less, of oat seed. (FS-906)

The Ohio Seed Company, West Jefferson, Ohio, on or about February 25, 1960, delivered for transportation in interstate commerce from Hilliards, Ohio, to Frederick, Maryland, 150 bags of oat seed.

A libel was filed in United States District Court for the District of Maryland requesting seizure of 73 bags, more or less, of this seed and alleging it to be in violation of the Federal Seed Act.

The seed was found to contain quackgrass seeds at the rate of five per pound. Agricultural seed containing any quackgrass seed is prohibited from sale in the State of Maryland and therefore is prohibited from shipment into that state under the Federal Seed Act.

On July 11, 1960, the United States District Court ordered said 73 bags, more or less, of oat seed to be condemned and destroyed.

496. False labeling of squash and beet seed. U. S. v. Associated Seed Growers, Inc., Cambridge, New York. (FS-907)

Associated Seed Growers, Inc., on or about December 1, 1958, delivered for transportation in interstate commerce from Cambridge, New York, to Concord, New Hampshire, one 20-pound bag of squash seed and one 50-pound bag of beet seed.

A complaint was filed in United States District Court for the Northern District of New York alleging that Associated Seed Growers, Inc., did unlawfully deliver for transportation in interstate commerce one bag of squash seed and one bag of beet seed in violation of the Federal Seed Act.

A label attached to the squash seed represented this seed to have a germination of 35 percent; whereas, this seed was found to have a germination of 52 percent in February 1959. A label attached to the beet seed represented this seed to have a germination of 80 percent; whereas, this seed was found to have a germination of 47 percent in March 1959.

In addition, the label on each bag failed to bear the words "below standard" as required under the Federal Seed Act for squash seed and beet seed having germination percentages less than the established standards of 75 and 65 percent, respectively.

On July 26, 1960, a judgment of \$75 on each of two counts, making a total of \$150, plus costs, was entered against Associated Seed Growers, Inc.

497. False labeling of cowpea seed and failure to keep a complete record.
U. S. v. Dixie Seed Company, Inc., Ochlocknee, Georgia. (FS-908)

Dixie Seed Company, on or about January 10, 1958, transported in interstate commerce from Ochlocknee, Georgia, to Marianna, Florida, four bags of cowpea seed; on or about August 28, 1958, transported in interstate commerce from Ochlocknee, Georgia, to Plant City, Florida, five bags of cowpea seed; and on or about January 22, 1959, transported in interstate commerce from Ochlocknee, Georgia, to Plant City, Florida, two bags of cowpea seed.

A complaint was filed in United States District Court for the Middle District of Georgia alleging that Dixie Seed Company did unlawfully transport in interstate commerce four bags, five bags, and two bags of this seed in violation of the Federal Seed Act and failed to keep a complete record pertaining to one shipment.

Count I involved a shipment of four bags of cowpea seed made to Marianna, Florida, on or about January 10, 1958. Labels attached to the bags represented this seed to have a germination of 85 percent; whereas, this seed was found to have a germination of 53 percent in January 1958.

Counts II and III involved a shipment of five bags of cowpea seed made to Plant City, Florida, on or about August 28, 1958. Labels attached to the bags represented this seed to have a germination of 85 percent; whereas,

this seed was found to have germination percentages of 62 and 63 when tested in September and October 1953. In addition, a complete record of the germination of this seed, including a file sample, was not kept by Dixie Seed Company as required under the Federal Seed Act.

Count IV involved a shipment of two bags of cowpea seed made to Plant City, Florida, on or about January 22, 1959. Labels attached to the bags represented this seed to have a germination of 80 percent; whereas, this seed was found to have a germination of 55 percent in February 1959.

On May 17, 1961, a judgment in the amount of \$100 plus costs was entered against Dixie Seed Company, Inc.

498. False labeling of rye seed and failure to keep a complete record.
U. S. v. Hunt's, Inc., Arkansas City, Kansas. (FS-910)

Hunt's, Inc., on or about September 5, 1957, delivered for transportation in interstate commerce from Arkansas City, Kansas, to Memphis, Tennessee, 326 bags of rye seed.

A complaint was filed in United States District Court for the District of Kansas alleging that Hunt's, Inc., did unlawfully deliver for transportation in interstate commerce 47 bags of this seed in violation of the Federal Seed Act and failed to keep a complete record.

Labeling accompanying and pertaining to this seed represented this seed to be the Balbo variety of rye; whereas, samples representing 10 bags, 26 bags, and 11 bags of this seed were found not to be the Balbo variety of rye when grown in trueness-to-variety tests in Alabama, Georgia, and Arkansas.

In addition, a complete record of the purity of this seed, including growers' declarations of kind and variety, were not kept by Hunt's, Inc., as required under the Federal Seed Act.

On February 16, 1961, a judgment in the amount of \$25 on each of two counts, making a total of \$50 plus costs, was entered against Hunt's, Inc.

499. False labeling of rye seed and orchardgrass seed and failure to keep a complete record. U. S. v. Berry Seed Company, Inc., Clarinda, Iowa. (FS-913)

Berry Seed Company, on or about September 23, 1958, delivered for transportation in interstate commerce from Clarinda, Iowa, to Louisville, Kentucky, 536 bags of rye seed and on or about February 12, 1959, transported in interstate commerce from Van Wert, Ohio, to Geneva, Indiana, 6 bags of orchardgrass seed.

A complaint was filed in United States District Court for the Southern District of Iowa alleging that Berry Seed Company, Inc., did unlawfully deliver for transportation in interstate commerce 22 bags of rye seed and did unlawfully transport in interstate commerce 4 bags of orchardgrass seed in violation of the Federal Seed Act and failed to keep a complete record of the orchardgrass seed.

Labels attached to the shipment of rye seed represented the seed to have a germination of 85 percent; whereas, a sample representing 22 bags of this seed was found to have a germination of 60 percent in November 1958.

Labels attached to the shipment of orchardgrass seed failed to indicate the presence of any noxious-weed seeds; whereas, a sample representing four bags of this seed was found to contain wild garlic or wild onion seeds or bulblets, buckhorn plantain seeds, and dock seeds at the rates of 104, 39, and 52 per pound, respectively. Agricultural seed containing any wild garlic or onion seeds or bulblets is prohibited from sale in the State of Indiana and therefore is prohibited from shipment into that state under the Federal Seed Act.

In addition, a complete record of the purity of the orchardgrass seed, including a file sample, was not kept and made accessible for inspection as required in the Federal Seed Act.

On December 15, 1960, a judgment for \$200 plus \$30.20 costs was entered against Berry Seed Company, Inc.

500. False labeling of oat seed. U. S. v. Stegall-Sylvest Seed Company, Montgomery, Alabama. (FS-914)

Stegall-Sylvest Seed Company, on or about September 4, 1958, delivered for transportation in interstate commerce from DeWitt, Arkansas, to Tylertown, Mississippi, 125 bags of oat seed; on or about September 19, 1958, transported in interstate commerce from Montgomery, Alabama, to DeFuniak Springs, Florida, 15 bags of oat seed; and on or about October 6, 1958, delivered for transportation in interstate commerce from DeWitt, Arkansas, to Peterman, Alabama, 225 bags of oat seed.

A complaint was filed in United States District Court for the Middle District of Alabama alleging that Stegall-Sylvest Seed Company, Inc., did unlawfully transport or deliver for transportation 36 bags, 15 bags, and 100 bags of this seed in violation of the Federal Seed Act.

Labels attached to 36 bags of oat seed shipped to Tylertown, Mississippi, represented the seed to have a germination of 88 percent; whereas, 36 bags of this seed were found to have a germination of 38 percent in November 1958.

Labels attached to 15 bags of oat seed shipped to DeFuniak Springs, Florida, represented the seed to contain the noxious-weed seed bracted plantain at the rate of 9 per pound; whereas, the seed was found to contain bracted plantain seeds at the rate of 167 per pound.

Labels attached to 100 bags of oat seed shipped to Peterman, Alabama, represented the seed to consist, in part, of 95.00 percent the Victorgrain 48-93 variety of oat seed and 2.60 percent other crop seeds; whereas, 100 bags of this seed were found to consist, in part, of 88.90 percent the Victorgrain 48-93 variety of oat seed and 10.87 percent other varieties of oat seed.

On January 3, 1961, a judgment of \$150 on each of three counts, making a total of \$450 plus \$35 costs, was entered against Stegall-Sylvest Seed Company.

501. Shipments of sorghum almum seed into states where prohibited. U. S. v. New Mexico Seed Farms, Inc., Clovis, New Mexico, and Leon Beaver, president of the firm. (FS-915)

New Mexico Seed Farms, during the period of March 1958 to July 1959, disseminated or caused to be disseminated by the United States mails advertisements pertaining to sorghum almum seed offered for sale, and during the period of May 1958 to April 1959 delivered for transportation in interstate commerce shipments of sorghum almum seed into the States of Missouri, Virginia, California, Arizona, Washington, Nevada, South Carolina, and Indiana.

Information was filed in United States District Court for the District of New Mexico alleging that New Mexico Seed Farms, Inc., and its president, Leon Beaver, did unlawfully disseminate 11 advertisements and deliver 8 shipments of sorghum almum seed for transportation in interstate commerce in violation of the Federal Seed Act.

Sorghum almum seed is considered a prohibited noxious-weed seed in the states mentioned above, and therefore is prohibited from shipment into those states under the Federal Seed Act.

On June 30, 1961, New Mexico Seed Farms, Inc., and Leon Beaver entered pleas of guilty to five counts involving five shipments of the seed and the court dismissed 22 additional counts. The court imposed a fine of \$35 on each of five counts, or a total fine of \$175, to be paid jointly by the defendants.

This action was brought under section 406(a) of the Federal Seed Act which provides that any person who knowingly, or as a result either of gross

negligence or of a failure to make a reasonable effort to inform himself of the pertinent facts, violates any provision of act or regulations thereunder shall be deemed guilty of a misdemeanor.

502. False labeling of sudangrass seed. U. S. v. Roberts Seed Company, Clovis, New Mexico. (FS-916)

Roberts Seed Company, on or about March 11, 1959, transported in interstate commerce from Clovis, New Mexico, to Mexia, Texas, 5 bags of sudangrass seed and on or about April 7, 1959, transported in interstate commerce from Clovis, New Mexico, to Sweetwater, Texas, 60 bags of sudangrass seed.

A complaint was filed in United States District Court for the District of New Mexico alleging that Roberts Seed Company did unlawfully transport in interstate commerce 5 bags and 40 bags of this seed in violation of the Federal Seed Act.

Labels attached to the five bags represented the seed to contain the noxious-weed seed Russian thistle at the rate of 6 per pound; whereas, this seed was found to contain Russian thistle seeds at the rate of 162 per pound.

Labels attached to the 40 bags represented this seed to contain the noxious-weed seed purple nightshade at the rate of 10 per pound; whereas, 40 bags of this seed were found to contain purple nightshade seeds at the rate of 117 per pound.

On January 26, 1961, a judgment in the amount of \$300 plus \$43 costs was entered against Roberts Seed Company.

503. False labeling of crimson clover seed. U. S. v. 10 bags of crimson clover seed. (FS-917)

Dothan Seed & Supply Company, Inc., Dothan, Alabama, on or about July 27, 1960, transported in interstate commerce from Dothan, Alabama, to Colquitt, Georgia, 10 bags of crimson clover seed.

A libel was filed in United States Court for the Middle District of Georgia requesting seizure of 10 bags, more or less, of this seed and alleging it to be in violation of the Federal Seed Act.

Labels attached to the bags represented this seed to contain no noxious-weed seeds; whereas, this seed was found to contain bracted plantain, cheat or chess, and dock seeds at the rates of 45, 99, and 576 per pound, respectively. Bracted plantain, cheat or chess, and dock seeds are

considered noxious-weed seeds in the State of Georgia. It is required under the Federal Seed Act, by reason of the Georgia State law and regulations, that agricultural seed shipped into that state shall be labeled to show the name and number per pound of such noxious-weed seeds. In addition, agricultural seed containing in excess of 100 dock seeds per pound is prohibited from sale in the State of Georgia and therefore is prohibited from shipment into that state under the Federal Seed Act.

On January 10, 1961, the United States District Court issued a decree of condemnation and ordered the seed destroyed.

504. False labeling of sweetclover seed, Korean lespedeza seed, and wheat seed and failure to keep a complete record. U. S. v. William A. Stein Seed Company, Inc., Cincinnati, Ohio. (FS-918)

William A. Stein Seed Company, Inc., on or about February 3, 1958, delivered for transportation in interstate commerce from Cincinnati, Ohio, to Brookville, Indiana, 5 bags of sweetclover seed; on or about February 25, 1958, delivered for transportation in interstate commerce from Cincinnati, Ohio, to Aberdeen, Indiana, 8 bags of Korean lespedeza seed; and on or about August 28, 1958, delivered for transportation in interstate commerce from Cincinnati, Ohio, to Milan, Indiana, 25 bags of wheat seed.

A complaint was filed in United States District Court for the Southern District of Ohio alleging that William A. Stein Seed Company did unlawfully deliver for transportation in interstate commerce 5 bags of sweetclover seed, 8 bags of Korean lespedeza seed, and 20 bags of wheat seed in violation of the Federal Seed Act and failed to keep a complete record of each lot of seed.

Labels attached to the bags of sweetclover represented the seed to have a germination of 80 percent and 5 percent hard seeds and to have been tested for germination in December 1957; whereas, this seed was found to have a germination of 57 percent with one percent hard seeds remaining when tested in April 1958. In addition, an inspection of the records of William A. Stein Seed Company by a representative of the U. S. Department of Agriculture indicated that the seed was not tested for germination in December 1957.

Labels attached to the bags of Korean lespedeza represented this seed to contain the noxious-weed seed horsenettle at the rate of 27 per pound; whereas, this seed was found to contain horsenettle seeds at the rate of 126 per pound. In addition, a complete record of the purity of this seed was not kept by William A. Stein Seed Company as required under the Federal Seed Act.

Labels attached to the bags represented the wheat seed to have a germination of 85 percent and to contain no noxious-weed seeds; whereas, 20 bags of this seed were found to have a germination of 66 percent when tested in October 1958 and to contain wild garlic seeds or bulblets at the rate of four per pound. Wild garlic seeds or bulblets are considered noxious-weed seeds in the State of Indiana. In addition, agricultural seed containing any wild garlic seed or bulblets is prohibited from sale in the State of Indiana and therefore is prohibited from shipment into that state under the Federal Seed Act. Also, a complete record of the purity and germination of this seed was not kept by William A. Stein Seed Company as required under the Federal Seed Act.

On May 8, 1961, William A. Stein Seed Company, Inc., paid to the United States the sum of \$300 plus \$22.20 costs in settlement of the six counts.

505. False labeling of oat seed. U. S. v. Georgia Seed & Supply, Inc., Vidalia, Georgia. (FS-919)

Georgia Seed & Supply, Inc., on or about November 5, 1959, transported in interstate commerce from Vidalia, Georgia, to Live Oak, Florida, 50 bags of oat seed.

A complaint was filed in United States District Court for the Southern District of Georgia alleging that Georgia Seed & Supply, Inc., did unlawfully transport in interstate commerce 42 bags of this seed in violation of the Federal Seed Act.

Labels attached to the bags represented this seed to have a germination of 90 percent; whereas, 42 bags of this seed were found to have a germination of 31 percent in November 1959.

On May 18, 1961, Georgia Seed & Supply, Inc., paid to the United States \$25 in settlement of the complaint.

506. False labeling and incomplete labeling of sudangrass seed. U. S. v. Hunt & Tipps Grain & Seed Company, Lubbock, Texas. (FS-921)

Hunt & Tipps Grain & Seed Company, on or about March 21, 1959, delivered for transportation in interstate commerce from Lubbock, Texas, to Madison, Georgia; 67 bags of sudangrass seed and on or about April 1, 1959, delivered for transportation in interstate commerce from Lubbock, Texas, to Forest City, Arkansas, 30 bags of sudangrass seed.

A complaint was filed in United States District Court for the Northern District of Texas alleging that Hunt & Tipps Grain & Seed Company did unlawfully transport in interstate commerce 4 bags and 30 bags of this seed in violation of the Federal Seed Act.

Labels attached to the 4 bags represented the seed to contain no noxious-weed seeds; whereas, 4 bags of this seed were found to contain johnsongrass seeds and purple nightshade seeds at the rates of 30 and 18 per pound, respectively. A second count alleged failure of the interstate shipper to show on the labels its name and address, or in lieu thereof the name and address of the consignee together with a code designation assigned by the U. S. Department of Agriculture identifying the interstate shipper, as required under the Federal Seed Act.

Labels attached to the 30 bags represented this seed to contain no noxious-weed seeds; whereas, this seed was found to contain johnsongrass seeds and purple nightshade seeds at the rates of 48 and 15 per pound, respectively.

Johnsongrass seeds and purple nightshade seeds are considered noxious-weed seeds in the States of Georgia and Arkansas. It is required under the Federal Seed Act that agricultural seed shipped in interstate commerce be labeled to show the names and rates of occurrence of noxious-weed seeds in accordance with the law and regulations of the state into which the seed is shipped.

On April 19, 1961, a judgment for \$150 plus costs was entered against Hunt & Tipps Grain & Seed Company.

507. False labeling of yellow bluestem seed, sweetclover seed, sorghum seed, hairy vetch seed, ladino clover, large hop clover seed, and oat seed. U. S. v. States Seed Company, Inc., Garland, Texas. (FS-923)

States Seed Company, during the period of December 30, 1958, to January 20, 1960, transported or delivered for transportation in interstate commerce from Garland, Texas, shipments of seed described as follows:

| <u>Shipped to</u> | <u>Kind</u> | <u>Amount</u> | <u>Date Shipped</u> |
|---------------------|------------------|---------------|---------------------|
| Frederick, Oklahoma | Yellow bluestem | 10 bags | 12/30/58 |
| Durrant, Oklahoma | Sweetclover | 50 bags | 3/9/59 |
| Durrant, Oklahoma | Sorghum | 60 bags | 3/9/59 |
| Durrant, Oklahoma | Sorghum | 40 bags | 3/18/59 |
| Bristow, Oklahoma | Sorghum | 5 bags | 4/9/59 |
| Marietta, Oklahoma | Hairy Vetch | 50 bags | 8/14/59 |
| Antlers, Oklahoma | Ladino clover | 2 bags | 9/11/59 |
| Marietta, Oklahoma | Hairy Vetch | 125 bags | 9/16/59 |
| Hugo, Oklahoma | Large hop clover | 1 bag | 10/5/59 |
| Guthrie, Oklahoma | Oat | 100 bags | 1/20/60 |

A complaint was filed in United States District Court for the Northern District of Texas alleging that States Seed Company, Inc., did unlawfully

transport or deliver for transportation said shipments in violation of the Federal Seed Act and failed to keep a complete record pertaining to the large hop clover seed.

Labels attached to the bags of yellow bluestem represented this seed to contain the noxious-weed seed johnsongrass at the rate of 81 per pound and to consist of 38.84 percent pure seed, 1.62 percent weed seed, and 59.54 percent inert matter; whereas, this seed was found to contain johnsongrass seeds at the rate of 617 per pound and to consist of 9.00 percent pure seed, 3.50 percent weed seed, and 80.50 percent inert matter.

Labels attached to the bags of yellow sweetclover seed represented this seed to contain no noxious-weed seeds; whereas, 39 bags of this seed were found to contain dock seeds at the rate of 162 per pound. Dock seeds are considered noxious-weed seeds in the State of Oklahoma. It is required under the Federal Seed Act, by reason of the Oklahoma State law and regulations, that agricultural seed shipped into that state shall be labeled to show the name and number per pound of such noxious-weed seeds. Labels attached to the bags of sorghum seed shipped to Durrant, Oklahoma, on March 9, 1959, represented this seed to have a germination of 90 percent; whereas, 19 bags of this seed were found to have a germination of 71 percent in May 1959.

Labels attached to the bags of sorghum seed shipped to Durrant, Oklahoma, on March 18, 1959, represented the seed to have a germination of 85 percent and to have been tested for germination in January 1959; whereas, six bags of this seed were found to have a germination of 20 percent when tested in May 1959 and an inspection of the records of States Seed Company by a representative of the United States Department of Agriculture indicated that a test was not made in January 1959 to determine the percentage of germination. An additional count alleged that a complete record of the germination of this seed was not kept by the shipper as required under the Federal Seed Act.

Labels attached to the bags of sorghum seed shipped to Bristow, Oklahoma represented this seed to have a germination of 85 percent; whereas, this seed was found to have a germination of 66 percent when tested in May 1959.

Label attached to the bags of hairy vetch seed shipped to Marietta, Oklahoma, on or about August 14, 1959, represented this seed to have a germination of 80 percent, 5 percent hard seeds, and a total germination and hard seed percentage of 85; whereas, this seed was found to have a germination of 49 percent with 14 percent hard seeds remaining or a total germination and hard seed percentage of 63 when tested in September 1959.

Labels attached to the bags of ladino clover seed represented this seed to have a germination of 85 percent and did not indicate the presence of any hard seeds; whereas, one bag of this seed was found to have a germination of 69 percent with 14 percent hard seeds remaining when tested in October 1959.

Labels attached to the bags of hairy vetch seed shipped to Marietta, Oklahoma, on or about September 16, 1959, represented this seed to have a germination of 83 percent, 2 percent hard seed, and a total germination and hard seed percentage of 85; whereas, 35 bags of this seed were found to have a germination of 60 percent with 3 percent hard seed remaining, or a total germination and hard seed percentage of 63 when tested in October 1959.

A label attached to the bag of large hop clover represented this seed to contain no noxious-weed seeds; whereas, this seed was found to contain the noxious-weed seed dock at the rate of 252 per pound. In addition, a complete record of the purity of this seed, including a file sample, was not kept by States Seed Company as required under the Federal Seed Act.

Labels attached to the bags of oat seed represented this seed to consist, in part, of 95.50 percent the Nortex variety of oat seed and 4.07 percent other crop seeds; whereas, this seed was found to consist, in part, of 72.71 percent the Nortex variety of oat seed and 27.16 percent other varieties of oat seed.

On April 25, 1961, States Seed Company, Inc., was assessed a judgment of \$25 on each of 11 counts, making a total of \$275 plus \$40.20 costs.

503. False labeling of Korean lespedeza. U. S. v. Norris Grain Company, Lamar, Missouri. (FS-926)

Norris Grain Company, on or about April 6, 1960, delivered for transportation in interstate commerce from Golden City, Missouri, to Muskogee, Oklahoma, 140 bags of Korean lespedeza seed.

A complaint was filed in United States District Court for the Western District of Missouri alleging that Norris Grain Company did unlawfully deliver for transportation in interstate commerce 140 bags of this seed in violation of the Federal Seed Act.

Labeling accompanying and pertaining to this shipment represented the seed to have a germination of 70 percent, 15 percent hard seed and a total germination and hard seed percentage of 85; whereas, this seed was found to have a germination of 24 percent with 6 percent hard seeds remaining or a total germination and hard seed percentage of 30 in May 1960.

On May 2, 1961, Norris Grain Company, entered a consent to judgment in the amount of \$250, plus \$26.20 costs.

INDEX, BY SHIPPER, OF PROSECUTION CASES
UNDER THE FEDERAL SEED ACT, 485-508

| <u>Shipper</u> | <u>Reference No.</u> |
|---|----------------------|
| Associated Seed Growers, Inc., Cambridge, New York | 496 |
| Barzen of Minneapolis, Inc., Minneapolis, Minnesota | 489 |
| Beaty Seed Company, Holden, Missouri | 483 |
| *Leon Beaver, Clovis, New Mexico | 501 |
| Berry Seed Company, Clarinda, Iowa | 499 |
| Colorado-Kansas Seed Company, Lamar, Colorado | 490 |
| The Cotton Producers Association, Atlanta, Georgia | 491 |
| Crawford Seed Store, East Providence, Rhode, Island | 485 |
| DeWine & Hamma Seed Company, Yellow Springs, Ohio | 492 |
| Dixie Seed Company, Ochlochnee, Georgia | 497 |
| Farmers Seed & Feed Company, Fitzgerald, Georgia | 486 |
| Georgia Seed & Supply, Inc., Vidalia, Georgia, | 505 |
| Hunt & Tipps Grain & Seed Company, Lubbock, Texas | 506 |
| Hunt's, Inc., Arkansas City, Kansas | 493 |
| *New Mexico Seed Farms, Inc., Clovis, New Mexico | 501 |
| Norris Grain Company, Lamar, Missouri | 508 |
| Roberts Seed Company, Clovis, New Mexico | 502 |
| Rudy-Patrick Seed Company, Kansas City, Missouri | 493 |
| The Sexauer Company, Inc., Fargo, North Dakota | 494 |
| States Seed Company, Garland, Texas | 507 |
| Stegall-Sylvest Seed Company, Montgomery, Alabama | 500 |
| William A. Stein Seed Company, Cincinnati, Ohio | 504 |
| S. F. Ware & Company, Goldsboro, North Carolina | 487 |

*This case filed in a joint suit against the firm and its president under section 406(a) of the Federal Seed Act which provides for criminal proceedings. All other cases filed under section 406(b) of the act which provides for civil proceedings.

INDEX, BY SHIPPER, OF SEIZURE CASES
UNDER THE FEDERAL SEED ACT, 495-503

| <u>**Shipper</u> | <u>Reference No.</u> |
|---|----------------------|
| Dothan Seed & Supply Company, Dothan, Alabama | 503 |
| Ohio Seed Company, West Jefferson, Ohio | 495 |

*The listing of names and addresses of shippers of seed seized under section 405 of the Federal Seed Act is considered to be information pertinent to the issuance of the judgment by the court and does not mean that the shipper was found guilty of violation of the Federal Seed Act. The action in seizure cases is against the seed.